Court Exhibit

10/17/2012

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:_____
DATE FILED: NOV 0 7 2012

October 17, 2012

Safety Management Systems, Inc. v.
Safety Software Limited, 10 Civ. 1593 (KBF)

List of SSL's Breaches Alleged by SMS for Inclusion in Jury Instructions

■ SSL's refusal after January 1, 2010, to cooperate with SMS in the formation of new contracts with new clients.

■ SSL's refusal to cooperate with SMS in the formation of new contracts with new clients after January 1, 2010, unless SMS (i) made payments and (ii) made amendments to the parties' existing agreement, none of which SMS was obligated to make.

■ SSL's delays or denials of service by SSL to SMS customers after January 1, 2010.

■ SSL's delays or denials of service by SSL to SMS customers after January 1, 2010, unless SMS (i) made payments and (ii) made amendments to the parties' existing agreement, none of which SMS was obligated to make.

■ SSL's demanding a new contract from SMS, in place of the parties' existing agreement and more favorable to SSL than their existing agreement, by use of coercive tactics.

■ SSL's demanding a new contract from SMS, in place of the parties' existing agreement and more favorable to SSL than their existing agreement, by use of coercive tactics, including that SMS (i) make payments and (ii) make amendments to the parties' existing agreement, none of which SMS was obligated to make.

■ SSL's overbilling and rendering of false or unwarranted invoices to SMS.

■ SSL's overbilling and rendering of false or unwarranted invoices to SMS and, after January 1, 2010, and insisting on payments of amounts not due to SMS under such invoices.

■ SSL's overbilling and rendering of false or unwarranted invoices to SMS and doing so without accounting for any set-off or recoupment of the hosting fees SMS had paid on behalf of SSL.

■ SSL's overbilling and rendering of false or unwarranted invoices to SMS and doing so without accounting for any set-off or recoupment of the hosting fees SMS had paid on behalf of SSL and, after January 1, 2010, insisting on payments of amounts not due to SMS under such invoices.

■ SSL's refusing to comply with agreements SSL had entered into to place the Airsweb source code in escrow.

■ As of early March 2010, after commencement of this lawsuit, SSL's locking SMS out of all of the shared SMS and SSL systems necessary for SMS to service existing customers and pursue new ones.

■ As of early March 2010, after commencement of this lawsuit, SSL's locking SMS out of all of the shared SMS and SSL systems necessary for SMS to service existing customers and pursue new ones, even after SMS demanded such access be restored.

■ Unilaterally acting after March 14, 2010, to move SMS's hosted customer data from arrangements under contract by SMS and under SMS's control to other arrangements under SSL's exclusive control.

■ Unilaterally acting after March 14, 2010, to move SMS's hosted customer data from arrangements under contract by SMS and under SMS's control to other arrangements under SSL's exclusive control without consent of SMS customers or of SMS itself.